IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

)	G N 45 0400
<i>,</i>	Case No. 15-21336 Chapter 13
1 ,	Docket No.
Aaron W. Pikovsky and	
Josephine T. Pikovsky,)	
Movants)	
)	
vs.	
)	
M&T Bank, Toyota Motor Credit)	
Corporation, Wells Fargo Dealer Services) and Ronda J. Winnecour, Chapter 13 Trustee)	
Respondents)	

NOTICE OF PROPOSED MODIFICATION TO CONFIRMED CHAPTER 13 PLAN DATED MAY 1, 2015

- Pursuant to 11 U.S.C. Section 1329, the debtors have filed an Amended Chapter
 13 Plan dated June 27, 2018 that is attached hereto. Pursuant to the Amended
 Chapter 13 Plan, the debtors seek to modify the confirmed Plan in the following particulars:
 - a. The lease for the 2013 Scion through Toyota Financial Services has ended.
 - b. Toyota Motor Credit Corporation will receive \$356.26 per month for the 2014 Toyota xB that the Debtors purchased with Court approval. These monthly automobile payments will be made retroactive to August 15, 2017.
 - c. Debtors' counsel has increased his fees to \$4,400.00 to be paid under the Plan.

- 2. The proposed modification to the confirmed Plan will impact the treatment of the claims of the following creditors in the following particulars:
 - Toyota Financial Services will no longer be paid as a secured creditor for the car lease which has expired.
 - b. Toyota Motor Credit Corporation will receive \$356.26 per month retroactive to August 15, 2017.
 - c. No other creditor will be adversely affected by this Amended Plan.
- 3. The debtors submit that the reasons for the modification are as follows:
 - a. The lease on the 2013 Scion has ended.
 - b. Debtors' were approved by Order of Court to purchase a replacement vehicle, which is financed through Toyota Motor Credit Corporation.
 - Debtors' counsel has performed additional work in relation to the purchase of the vehicle.
- 4. The debtors submit that the requested modification is being proposed in good faith and not for any means prohibited by applicable law. The debtors further submit that the proposed modification complies with 11 U.S.C. Sections 1322(a), 1322(b), 1325(a) and 1329 and, except as set forth above, there are no other modification being sought by way of this Amended Chapter 13 Plan.

WHEREFORE, the debtors respectfully request that this Court enter an Order confirming the Amended Chapter 13 Plan and for such other relief the Court deems equitable and just.

Respectfully submitted,

June 27, 2018 DATE

Kenneth Steidl, Esquire Attorney for the Debtors STEIDL & STEINBERG

Suite 2830 – Gulf Tower

707 Grant Street

/s/Kenneth Steidl_

Pittsburgh, PA 15219

(412) 391-8000

PA I. D. No. 34965

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Fill in this information to identify your case:								
Aaron	W.	Pikovsky						
First Name	Middle Name	Last Name						
Debtor 2 Josephine T. Pikovs								
First Name	Middle Name	Last Name						
United States Bankruptcy Court for the Western District of Pennsylvania								
Case number 15-21336								
	Aaron First Name Josephine First Name Akruptcy Court for the	Aaron W. First Name Middle Name Josephine T. First Name Middle Name Akruptcy Court for the Western District of Personal Court For the Western District	Aaron W. Pikovsky First Name Middle Name Last Name Josephine T. Pikovsky First Name Middle Name Last Name Akruptcy Court for the Western District of Pennsylvania					

	Check if this is an amended plan, and list below the sections of the plan that have
	been changed.
2.1,	3.1

Western District of Pennsylvania

Chapter 13 Plan Dated: Jun 27, 2018

Part	4.	
	M 14	

Notices

To Debtors:

This form sets out options that may be appropriate in some cases, but the presence of an option on the form does not indicate that the option is appropriate in your circumstances. Plans that do not comply with local rules and judicial rulings may not be confirmable. The terms of this plan control unless otherwise ordered by the court.

In the following notice to creditors, you must check each box that applies.

To Creditors:

YOUR RIGHTS MAY BE AFFECTED BY THIS PLAN. YOUR CLAIM MAY BE REDUCED, MODIFIED, OR ELIMINATED.

You should read this plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

IF YOU OPPOSE THIS PLAN'S TREATMENT OF YOUR CLAIM OR ANY PROVISION OF THIS PLAN, YOU OR YOUR ATTORNEY MUST FILE AN OBJECTION TO CONFIRMATION AT LEAST SEVEN (7) DAYS BEFORE THE DATE SET FOR THE CONFIRMATION HEARING, UNLESS OTHERWISE ORDERED BY THE COURT. THE COURT MAY CONFIRM THIS PLAN WITHOUT FURTHER NOTICE IF NO OBJECTION TO CONFIRMATION IS FILED. SEE BANKRUPTCY RULE 3015. IN ADDITION, YOU MAY NEED TO FILE A TIMELY PROOF OF CLAIM IN ORDER TO BE PAID UNDER ANY PLAN.

The following matters may be of particular importance. Debtor(s) must check one box on each line to state whether the plan includes each of the following items. If the "Included" box is unchecked or both boxes are checked on each line, the provision will be ineffective if set out later in the plan.

1.1	A limit on the amount of any claim or arrearages set out in Part 3, which may result in a partial payment or no payment to the secured creditor (a separate action will be required to effectuate such limit)		Not Included
	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in Section 3.4 (a separate action will be required to effectuate such limit)	○ Included	Not Included
1.3	Nonstandard provisions, set out in Part 9	○ Included	Not Included

Part 2: Plan Paym

Plan Payments and Length of Plan

2.1 Debtor(s) will make regular payments to the trustee:

Total amount o follows:	f \$ <u>4,500.00</u> per r	nonth for a remaining plan term	of 60 months shall be paid	to the trustee from future earnings a	as
Payments	By Income Attachment	Directly by Debtor	By Automated Bank Transfer		
D#1	\$4,500.00	\$0.00	\$0.00		
D#2	\$0.00	\$0.00	\$0.00		

(Income attachments must be used by debtors having attachable income) (SSA direct deposit recipients only)

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2.2	Additional payments:		Document	. ago o	0. 12			
	Unpaid Filing Fees. The available funds.	balance of \$	shal	l be fully paid b	y the Trustee to	the Clerk o	f the Bankruptcy	Court from the first
	Check one.							
	None. If "None" is check	ed, the rest of Secti	on 2.2 need not b	e completed or	reproduced.			
	The debtor(s) will make amount, and date of each			ee from other	sources, as spe	ecified belov	w. Describe the	source, estimated
2.3	The total amount to be pa				y the trustee I	pased on t	ne total amount	of plan payments
	plus any additional source	s of plan funding (described above.					
Pai	rt 3: Treatment of Sec	ured Claims						
3.1	. ,	nd cure of default,	, if any, on Long-	Term Continui	ng Debts.			
	Check one.							
	None. If "None" is check	ed, the rest of Secti	on 3.1 need not b	e completed or	reproduced.			
	The debtor(s) will mainta the applicable contract at arrearage on a listed cla ordered as to any item of as to that collateral will ce	nd noticed in confor him will be paid in f f collateral listed in	rmity with any app ull through disbur this paragraph, th	plicable rules. The sements by the en, unless other	These payments trustee, withous wise ordered b	will be dist ut interest. by the court,	oursed by the true If relief from the all payments un	stee. Any existing automatic stay is
	Name of creditor	Col	lateral		Current installm paymer (includir	nent	Amount of arrearage (if any)	Start date (MM/YYYY)
	M&T Bank				(.g ===,		
	Acct. No. X-8054		660 Beacon Drive th Huntington, PA	15642	\$2,	,025.00	\$0.00	
	Toyota Motor Credit Co	rporation 201	4 Toyota XB SW		\$3	356.26	\$0.00	08/15/17
	Insert additional claims as nee	eded.						
3.2	Request for valuation of sec	curity, payment of	fully secured cla	ims, and modi	fication of und	ersecured	claims.	
	Check one.							
	None. If "None" is check	ed, the rest of Secti	on 3.2 need not b	e completed or	reproduced.			
	The remainder of this p	aragraph will be e	fective only if the	e applicable b	ox in Part 1 of t	his plan is	checked.	
	The debtor(s) will request below.	t, by filing a separ a	ate adversary pro	oceeding, that t	he court determ	ine the valu	e of the secured	claims listed
	For each secured claim listed Amount of secured claim. For		· /					
	The portion of any allowed clamount of a creditor's secure unsecured claim under Part 5	ed claim is listed be	elow as having no	o value, the cre	editor's allowed	claim will b	e treated in its e	
	of cla	timated amount creditor's total aim (See Para. 8.7 low)	Collateral	Value of collateral	Amount of claims senior to creditor's claim	Amount of secured claim	rate p	Monthly payment to creditor
		\$0.00		\$0.00	\$0.00	\$0.00	0%	\$0.00

Entered 07/17/48/07/93:0415-20@sc Main Debtor(sC25601115-216336-6407ine D060756y Filed 07/17/18 Page 6 of 12 Document 3.3 Secured claims excluded from 11 U.S.C. § 506. Check one. None. If "None" is checked, the rest of Section 3.3 need not be completed or reproduced. The claims listed below were either: (1) Incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for personal use of the debtor(s), or (2) Incurred within one (1) year of the petition date and secured by a purchase money security interest in any other thing of value. These claims will be paid in full under the plan with interest at the rate stated below. These payments will be disbursed by the trustee. Name of creditor Collateral Amount of claim Interest Monthly payment to creditor rate Wells Fargo Dealer Services Acct. No. X-5378 2011 Toyota Camry \$14,898.41 4.49% \$273.91 Insert additional claims as needed. 3.4 Lien Avoidance. Check one. None. If "None" is checked, the rest of Section 3.4 need not be completed or reproduced. The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked. The judicial liens or nonpossessory, nonpurchase-money security interests securing the claims listed below impair exemptions to which the debtor(s) would have been entitled under 11 U.S.C. § 522(b). The debtor(s) will request, by filing a separate motion, that the court order the avoidance of a judicial lien or security interest securing a claim listed below to the extent that it impairs such exemptions. The amount of any judicial lien or security interest that is avoided will be treated as an unsecured claim in Part 5 to the extent allowed. The amount, if any, of the judicial lien or security interest that is not avoided will be paid in full as a secured claim under the plan. See 11 U.S.C. § 522(f) and Bankruptcy Rule 4003(d). If more than one lien is to be avoided, provide the information separately for each lien. Name of creditor Collateral Modified principal Interest Monthly payment balance* rate or pro rata \$0.00 \$0.00 Insert additional claims as needed. *If the lien will be wholly avoided, insert \$0 for Modified principal balance. 3.5 Surrender of Collateral. Check one. None. If "None" is checked, the rest of Section 3.5 need not be completed or reproduced.

The debtor(s) elect to surrender to each creditor listed below the collateral that secures the creditor's claim. The debtor(s) request that upon confirmation of this plan the stay under 11 U.S.C. § 362(a) be terminated as to the collateral only and that the stay under 11 U.S.C. § 1301 be terminated in all respects. Any allowed unsecured claim resulting from the disposition of the collateral will be treated in Part 5.

Name of creditor Collateral Orange Lake Country Club Inc. (Time Share in Orlando, FL)

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3.6 Secured tax claims.

Name of taxing authority	Total amount of claim	Type of tax	Interest rate*	Identifying number(s) if collateral is real estate	Tax periods
	\$0.00		0%		

Insert additional claims as needed.

Part 4:

Treatment of Fees and Priority Claims

4.1 General.

Trustee's fees and all allowed priority claims, including Domestic Support Obligations other than those treated in Section 4.5, will be paid in full without postpetition interest.

4.2 Trustee's fees.

Trustee's fees are governed by statute and may change during the course of the case. The trustee shall compute the trustee's percentage fees and publish the prevailing rates on the court's website for the prior five years. It is incumbent upon the debtor(s)' attorney or debtor (if *pro se*) and the trustee to monitor any change in the percentage fees to insure that the plan is adequately funded.

4.3 Attorney's fees.

Attorney's fees are payable to Steidl and Steinberg	In addition to a retainer of \$610.00	(of which \$ <u>500.00</u> was a
payment to reimburse costs advanced and/or a no-look costs deposi-	t) already paid by or on behalf of the d	ebtor, the amount of \$3,400.00 is
to be paid at the rate of \$200.00 per month. Including any retai	ner paid, a total of \$ in fee	s and costs reimbursement has been
approved by the court to date, based on a combination of the r	io-look fee and costs deposit and pi	reviously approved application(s) for
compensation above the no-look fee. An additional \$ 1,000.00 v	vill be sought through a fee applicatior	to be filed and approved before any
additional amount will be paid through the plan, and this plan contain	ins sufficient funding to pay that addit	onal amount, without diminishing the
amounts required to be paid under this plan to holders of allowed unse	ecured claims.	
	D	

Check here if a no-look fee in the amount provided for in Local Bankruptcy Rule 9020-7(c) is being requested for services rendered to the debtor(s) through participation in the bankruptcy court's Loss Mitigation Program (do not include the no-look fee in the total amount of compensation requested, above).

4.4 Priority claims not treated elsewhere in Part 4.

None. If "None" is checked, the rest of Section 4.4 need not be completed or reproduced.

Name of creditor	Total amount of claim	Interest rate (0% if blank)	Statute providing priority status
	\$0.00	0%	

^{*} The secured tax claims of the Internal Revenue Service, Commonwealth of Pennsylvania, and any other tax claimants shall bear interest at the statutory rate in effect as of the date of confirmation.

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4.5	Priority	/ Domestic	Support	Obligations	not assigned	l or owed	to a	governmental unit.
-----	----------	------------	---------	--------------------	--------------	-----------	------	--------------------

If the debtor(s) is/are currently paying E debtor(s) expressly agrees to continue pa				
Check here if this payment is for prepared	petition arrearages only.			
Name of creditor (specify the actual pay SCDU)	yee, e.g. PA Description		Claim	Monthly payment or pro rata
			\$0.00	\$0.00
Insert additional claims as needed.				
6 Domestic Support Obligations assigned Check one.	ed or owed to a governmental	unit and paid less the	an full amount.	
None. If "None" is checked, the rest	t of Section 4.6 need not be con	pleted or reproduced.		
The allowed priority claims listed by governmental unit and will be paid payments in Section 2.1 be for a term	less than the full amount of t	he claim under 11 U.		
Name of creditor		Amount of claim to	o be paid	
			\$0.00	
Insert additional claims as needed.				
7 Priority unsecured tax claims paid in fo	full.			
Name of taxing authority	Total amount of claim	Type of tax	Interest rate (0% if blank)	Tax periods
	\$0.00		0%	
Insert additional claims as needed		_		

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Treatment of Nonpriority Unsecured Claims

5.1	Nonpriority unsecured claims not separately classified.	

Debtor(s) *ESTIMATE(S)* that a total of \$62,000.00 will be available for distribution to nonpriority unsecured creditors.

Debtor(s) **ACKNOWLEDGE(S)** that a **MINIMUM** of \$0.00 shall be paid to nonpriority unsecured creditors to comply with the liquidation alternative test for confirmation set forth in 11 U.S.C. § 1325(a)(4).

5.2 Maintenance of payments and cure of any default on nonpriority unsecured claims.

Check one.

None. If "None" is checked, the rest of Section 5.2 need not be completed or re

The debtor(s) will maintain the contractual installment payments and cure any default in payments on the unsecured claims listed below on which the last payment is due after the final plan payment. These payments will be disbursed by the trustee. The claim for the arrearage amount will be paid in full as specified below and disbursed by the trustee.

Current installment payment	Amount of arrearage to be paid on the claim	Estimated total payments by trustee	Payment beginning date (MM/ YYYY)
\$0.00	\$0.00	\$0.00	

Insert additional claims as needed.

5.3 Postpetition utility monthly payments.

The provisions of Section 5.3 are available only if the utility provider has agreed to this treatment. These payments comprise a single monthly combined payment for postpetition utility services, any postpetition delinquencies, and unpaid security deposits. The claim payment will not change for the life of the plan. Should the utility obtain a court order authorizing a payment change, the debtor(s) will be required to file an amended plan. These payments may not resolve all of the postpetition claims of the utility. The utility may require additional funds from the debtor(s) after discharge.

Name of creditor	Monthly payment	Postpetition account number
	\$0.00	

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5.4	Other separately classified nonpriority unsecured claims.							
	Check one.							
	None. If "None" is checked, the rest of Section 5.4 need not be completed or reproduced.							
	The allowed nonpriority un	secured claims listed below are separa	ately classified and	d will be treated as follo	ows:			
	Name of creditor	Basis for separate cla treatment	Basis for separate classification and treatment		rate p	Estimated total payments by trustee		
				\$0.00	0%	\$0.00		
	Insert additional claims as need	ded.						
Pai	rt 6: Executory Contrac	cts and Unexpired Leases						
6.1	and unexpired leases are rej Check one. None. If "None" is checket	unexpired leases listed below are a ected. d, the rest of Section 6.1 need not be of tinstallment payments will be dist. Description of leased property or executory contract	completed or repro	oduced.		disbursed by the		
	Insert additional claims as needed.							
Pai	rt 7: Vesting of Propert	y of the Estate						
		y of the Estate ot re-vest in the debtor(s) until the d	lebtor(s) have co	mpleted all payments	under the conf	firmed plan.		

- 8.1 This is the voluntary chapter 13 reorganization plan of the debtor(s). The debtor(s) understand and agree(s) that the chapter 13 plan may be extended as necessary by the trustee (up to any period permitted by applicable law) to insure that the goals of the plan have been achieved. Notwithstanding any statement by the trustee's office concerning amounts needed to fund a plan, the adequacy of plan funding in order to meet the plan goals remains the sole responsibility of debtor(s) and debtor(s)' attorney. It shall be the responsibility of the debtor(s) and debtor(s)' attorney to monitor the plan to ensure that the plan remains adequately funded during its entire term.
- 8.2 Prior to the meeting of creditors, the debtor(s) shall comply with the tax return filing requirements of 11 U.S.C § 1308 and provide the trustee with documentation of such compliance by the time of the meeting. Debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the information needed for the trustee to comply with the requirements of 11 U.S.C. § 1302 as to the notification to be given to Domestic Support Obligation creditors, and debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the calculations relied upon to determine the debtor(s)' current monthly income and disposable income.
- 8.3 The debtor(s) shall have a duty to inform the trustee of any assets acquired while the chapter 13 case is pending, such as insurance proceeds, recovery on any lawsuit or claims for personal injury or property damage, lottery winnings, or inheritances. The debtor(s) must obtain prior court approval before entering into any postpetition financing or borrowing of any kind, and before selling any assets.

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- **8.4** Unless otherwise stated in this plan or permitted by a court order, all claims or debts provided for by the plan to receive a distribution shall be paid by and through the trustee.
- **8.5** Percentage fees to the trustee are paid on receipts of plan payments at the rate fixed by the United States Trustee. The trustee has the discretion to adjust, interpret, and implement the distribution schedule to carry out the plan, provided that, to the extent the trustee seeks a material modification of this plan or its contemplated distribution schedule, the trustee must seek and obtain prior authorization of the court. The trustee shall follow this standard plan form sequence unless otherwise ordered by the court:

Level One: Unpaid filing fees.

Level Two: Secured claims and lease payments entitled to 11 U.S.C. § 1326(a)(1)(C) pre-confirmation adequate protection payments.

Level Three: Monthly ongoing mortgage payments, ongoing vehicle and lease payments, installments on professional fees, and

postpetition utility claims.

Level Four: Priority Domestic Support Obligations.

Level Five: Mortgage arrears, secured taxes, rental arrears, vehicle payment arrears.

Level Six: All remaining secured, priority and specially classified claims, and miscellaneous secured arrears.

Level Seven: Allowed nonpriority unsecured claims.

Level Eight: Untimely filed nonpriority unsecured claims for which an objection has not been filed.

- 8.6 As a condition to the debtor(s)' eligibility to receive a discharge upon successful completion of the plan, debtor(s)' attorney or debtor(s) (if pro se) shall file Local Bankruptcy Form 24 (Debtor's Certification of Discharge Eligibility) with the court within forty-five (45) days after making the final plan payment.
- 8.7 The provisions for payment to secured, priority, and specially classified unsecured creditors in this plan shall constitute claims in accordance with Bankruptcy Rule 3004. Proofs of claim by the trustee will not be required. In the absence of a contrary timely filed proof of claim, the amounts stated in the plan for each claim are controlling. The clerk shall be entitled to rely on the accuracy of the information contained in this plan with regard to each claim. Unless otherwise ordered by the court, if a secured, priority, or specially classified creditor timely files its own claim, then the creditor's claim shall govern, provided the debtor(s) and debtor(s)' attorney have been given notice and an opportunity to object. The trustee is authorized, without prior notice, to pay claims exceeding the amount provided in the plan by not more than \$250.
- 8.8 Any creditor whose secured claim is not modified by this plan and subsequent order of court shall retain its lien.
- 8.9 Any creditor whose secured claim is modified or whose lien is reduced by the plan shall retain its lien until the underlying debt is discharged under 11 U.S.C. § 1328 or until it has been paid the full amount to which it is entitled under applicable nonbankruptcy law, whichever occurs earlier. Upon payment in accordance with these terms and entry of a discharge order, the modified lien will terminate and be released. The creditor shall promptly cause all mortgages, liens, and security interests encumbering the collateral to be satisfied, discharged, and released.
- 8.10 The provisions of Sections 8.8 and 8.9 will also apply to allowed secured, priority, and specially classified unsecured claims filed after the bar date. LATE-FILED CLAIMS NOT PROPERLY SERVED ON THE TRUSTEE AND THE DEBTOR(S)' ATTORNEY OR DEBTOR(S) (IF PRO SE) WILL NOT BE PAID. The responsibility for reviewing the claims and objecting where appropriate is placed upon the debtor(s).

Part 9: Nonstandard Plan Provisions

9.1 Check "None" or List Nonstandard Plan Provisions.

None. If "None" is checked, the rest of part 9 need not be completed or reproduced.

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

The following plan provisions will be effective only if the applicable box in Part 1 is checked. Any provision set forth herein is subject to court approval after notice and a hearing upon the filing of an appropriate motion.

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Part 10: Sign

Signatures

10.1 Signatures of Debtor(s) and Debtor(s)' Attorney.

If the debtor(s) do not have an attorney, the debtor(s) must sign below; otherwise the debtor(s)' signatures are optional. The attorney for the debtor(s), if any, must sign below.

By signing this plan the undersigned, as debtor(s)' attorney or the debtor(s) (if pro se), certify(ies) that I/we have reviewed any prior confirmed plan(s), order(s) confirming prior plan(s), proofs of claim filed with the court by creditors, and any orders of court affecting the amount(s) or treatment of any creditor claims, and except as modified herein, this proposed plan conforms to and is consistent with all such prior plans, orders, and claims. False certifications shall subject the signatories to sanctions under Bankruptcy Rule 9011.

By filing this document, debtor(s)' attorney or debtor(s) (if pro se), also certify(ies) that the wording and order of the provisions in this chapter 13 plan are identical to those contained in the standard chapter 13 plan form adopted for use by the United States Bankruptcy Court for the Western District of Pennsylvania, other than any nonstandard provisions included in Part 9. It is further acknowledged that any deviation from the standard plan form shall not become operative unless it is specifically identified as a "nonstandard" term and is approved by the court in a separate order.

X /s/ Aaron W. Pikovsky	X/s/ Josephine W. Pikovsky			
Signature of Debtor 1	Signature of Debtor 2			
Executed on Jun 27, 2018	Executed on Jun 27, 2018			
MM/DD/YYYY	MM/DD/YYYY			
X/s/ Kenneth Steidl	DateJun 27, 2018			
Signature of debtor(s)' attorney	MM/DD/YYYY			

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